**BOULDER RIDGE PROPERTY OWNERS’ ASSOCIATION**

**RULES AND REGULATIONS**

Adopted this 27th day of August, 2012, in accordance with the authority set forth in the Declaration of Covenants, Conditions, and Restrictions for the BOULDER RIDGE PROPERTY OWNERS’ ASSOCIATION, recorded in the Office of the Recorder of Deeds of McHenry County, Illinois, on May 25, 2012, as Document Number 2012R0022852, as amended from time-to-time.

The Declaration and By-Laws for the BOULDER RIDGE PROPERTY OWNERS’ ASSOCIATION (the “Association”) and applicable law provide the basic governance structure for the community. These rules and regulations have been adopted with the intent of providing the residents of Boulder Ridge Property Owners’ Association with a practical plan for compliance to the Declaration and By-Laws.

It is the goal of the Association and its Board of Directors (the “Board”) to maintain a first-class residential community. In order to accomplish this goal, it is necessary to establish rules and regulations that clarify the mutual obligations of the Association and its Owners. The Board welcomes comments and suggestions regarding these rules and regulations from Owners (to include the name and address of the Owner) through submission to its post office address.

Experience has shown that cooperation and compliance with the rules and regulations is necessary for all Owner/residents to enjoy the environment that makes our community an outstanding place of residence. Compliance with the rules and regulations is necessary for the proper functioning of the community.

The rules and regulations cannot be enforced without the participation of the Owners/residents. The Board is not a police department; violations must be reported in writing to the Board in order for problems to be corrected. Your cooperation and participation in reporting violations will help the Board ensure a pleasant atmosphere for all residents.

**I. ASSESSMENTS**

 A. Annual assessments shall be due and charged in full to the owner’s assessment

 account on January 1; however, Owners may be eligible to elect to participate in the

 payment plan referenced herein. The Owner’s special assessment and annual

 assessment from prior years must have been paid in full and received by the

 Association on or before December 31 of the year preceding the year the annual

 assessment is due. The annual assessment also can be paid in full by January 31 of a

 given year.

 B. The payment plan option is based on 60/40 percentages as follows:

* 60% of the assessment is due January 31of a given year.
* 40% of the assessment is due April 1 of a given year.

 If the payment plan option is chosen, the due dates must be adhered to.

 C. If any assessment due dates are missed, the entire or remaining amount of the

assessment will be due within 10 calendar days, including a $65.00 late fee. Example If the January 31, 2012, assessment is not paid on or by its due date, $563.00 (the full $498.00 + $65.00) is due February 10, 2012.

 D. Reminders will not be sent out if the Owner chooses to do the payment plan. It is up

to the Owner to determine whether this plan will work for the Owner’s budget and to follow the assessment due dates.

E. **Unpaid account balances will incur the suspension of transponder**

 **privileges. Upon request from the Fairways or the Greens Board, the Board**

 **can suspend the transponder privilege for non-payment of those assessments.**

F. The payment plan option is not available to financial institutions or to the BRCC.

G. Schedule of Homeowner Account Fees (Exhibit A).

**II. ARCHITECTURAL & LANDSCAPE CONTROL**

 A. One of the primary responsibilities of the Association is to maintain control over

 aesthetics and appearance of the property. The Fairways and the Greens have

 already established their separate guidelines.

 B. The Board through the Board’s duly authorized committee, shall maintain

 uniform standardized specifications for all exterior architectural and landscape

 additions, alterations, changes, improvements or repairs for Estate Owners.

 C. There shall be no exterior changes or improvements made to Estate Owner property

 permitted without prior written approval from the Board or the Architectural

 Control Committee appointed by the Board.

 D. If improvements are done without Board approval, the Board has the authority to

 have the improvement removed or redone according to the architectural guidelines.

 **ARCHITECTURAL GUIDELINES**

A. The Estate Owner shall submit to the Board or its duly appointed Architectural

 Control Committee, an “Architectural & Landscape Application” (Exhibit B).

 The application must be filed and written approval received from the Board

 before commencement of all exterior work. The application is also available

 on the Association website. Exhibit C shows Architectural Control Committee

 guidelines.

 B. The Board or Architectural Control Committee shall notify the Owner

 in writing of its decision to approve or reject the Owner’s proposed alteration within

 thirty (30) days.

 C. Certain exterior changes or improvements require a compliance fee, intended to

 guarantee that all work is performed in accordance with the Village of Lake in the

 Hills codes and conforms to the plans approved by the Board or its duly appointed

 Architectural Control Committee. The Architectural & Landscape Application lists

 which changes require the fee. The fee is 20% of the contractor’s quote with a

 minimum fee of $500.00 and a maximum of $2500.00. This fee will be refunded

 upon completion of the project and approved by the review of the Architectural

 Control Committee; no interest will be paid on this fee.

 D. In the event the Owner’s request for an alteration is rejected, the Owner may resubmit

 an application form including changes, modifications or additional alterations in

 accordance with the conditions set forth in the notice of rejection.

 E. With the Board’s approval, the Owner may commence construction in strict

 conformity with the approved guidelines of the Village of Lake in the Hills. The

 Owner shall be solely responsible for obtaining all required permits and/or applicable

 insurance for the work. In no event shall construction commence after twelve (12) months from the date of approval. Once the construction is begun, it must be

 be completed within 6 months.

 F. Upon construction of an alteration, an Owner shall indemnify and hold harmless

 the Board of Directors, the Association and its Owners from any and all claims,

 controversies or causes of action resulting from said alteration, including the payment

 of any and all costs of litigation and attorneys’ fees resulting there from.

 G. Owners, successors in title, assignees, agents, or heirs are solely and individually

 responsible for the repair, maintenance and restoration of alterations as long as they

 remain on the property.

 H. If at any time, the Owner fails to maintain said alteration to the satisfaction of the

 Board of Directors, the Board shall notify the Owner in writing. The Owner shall

 bring the alteration into compliance within thirty (30) days of the date of said

 notification.

 **LANDSCAPE GUIDELINES**

A. The Owner of any property, including vacant lots, shall not allow any grass

 to grow more than 6 inches high. If the Board sends notification for the violation, the

 Owner will have 10 calendar days to bring the property into compliance. If the Owner

 fails to cut the grass or weeds within this time, the violation is subject to the

 Association and Village fines.

 B. The Owner of any property, including vacant lots, shall remove dead trees, shrubs

 or bushes.

Note: The following is applicable wherever it applies**.**

III. **FOR SALE OR FOR RENT SIGNS**

1. “No signs of any kind shall be erected, placed or permitted to remain on the

Community Areas. Except as otherwise provided for in this Paragraph, no owner

may erect any “For Sale,” “For Rent” or other sign on any portion of Boulder

Ridge, including but not limited to his Dwelling Unit or in a window of his

Dwelling Unit.” (Article VII, Section 8). A $25.00 daily violation fine will be

imposed beginning five (5) days after a certified letter is received by the

homeowner. If the certified letter is refused, the fine will begin on the date the

certified letter was refused.

1. Other Signs: Political signs can be displayed in the yard with no time limit.

IV. **ESTATE & GARAGE SALES**

1. Garage and estate sales can be held in compliance with the Village of LITH.
2. The sale may be held on Friday, Saturday and Sunday from 9:00 AM to 6:00 PM.
3. If a garage sale is not part of an annual community sale, then the Owner shall notify the Frank Road gatehouse of the time and place of the sale and be given copies of directions to the sale for the perspective buyers.
4. The annual community garage sale will have the Miller Gates opened.
5. Private estate sales can only be held once a year.
6. Garage sales cannot be held in the Fairways because the narrowness of the streets causes unsafe conditions with parking. However, the Fairways does allow a one-time estate sale with the proper request from its Board.

V. **MAILBOXES**

1. The Owner(s) shall keep the property’s mailbox in good working condition and repair.
2. The Fairway Association will maintain its mailboxes and pads.

VI**. SEASONAL DECORATIONS**

1. Seasonal decorations such as lights, outdoor lawn figures, wreaths, pumpkins, hay

 bales or cornstalks shall not be put up more than 40 days before a holiday. Seasonal

 decorations shall be removed by 40 days after the holiday.

VII. **SECURITY EQUIPMENT/VANDALISM**

1. Damage to any of the property owners’ common areas, cameras, gates or vandalism

to any of the entrance monuments will be prosecuted and full replacement value will

be demanded.

VIII. **TRASH**

1. Solid waste, landscape waste or recyclables shall be placed in the appropriate containers for pick-up and disposal. Placement at curbside shall occur no earlier than 5:00 P.M. the day before trash pick-up.

IX. **VEHICLES**

A. No one will be allowed to store boats, recreational vehicles, trailers or other vehicles

 (other than automobiles and motorcycles) more than 5 consecutive calendar days.

 In the event a Homeowner has a guest with a recreational vehicle, the Homeowner

 must request permission to park the vehicle in the driveway from the Board.

B.**ANY VEHICLE ENTERING BOULDER RIDGE THROUGH THE EXIT**

 **GATE AT ANY OF THE THREE ENTRANCES WILL IMMEDIATLEY BE**

 **FINED $500.00. PLEASE REPORT THIS VIOLATION IMMEDIATELY TO**

 **THE GATEHOUSE. AN INCIDENT REPORT WILL BE MADE TO THE**

 **POLICE. ALL ENTRANCES AND EXITS ARE ON VIDEOTAPE.**

**X. ENFORCEMENT POLICIES**

 A. If an Owner/Resident violates or is otherwise liable for a violation of any of the

 provisions of the Declaration, By-Laws, and/or Rules and Regulations of the

 Association, the following shall occur:

 1. Upon a violation by an Owner/Resident, the Owner shall be notified

 of the violation, in a manner prescribed by the Board or if the Board so elects,

 by the Association’s attorney. (Exhibit D) Following an opportunity

 for a hearing, the Owner shall pay a reasonable fine, as determined by the Board,

 in accordance with the Violation Fine Schedule (Exhibit E). In addition, the Owner

 shall pay the costs of any legal fees incurred by the Association as charged

 to the Association by the attorneys, along with any costs, expenses or interest.

2. Upon further or continuing violations, at the Board’s discretion, the matter will be

 forwarded to the Association’s attorney for appropriate legal action. All attorney’s

 fees and costs incurred will be charged back to the Owner’s account.

3. Notification may also contain such demands as are necessary to protect the interests

 of the Association in accordance with the provisions of the Declaration and By-Laws,

 and/or Rules and Regulations of the Association.

 4. Any Owner charged hereunder shall pay charges assessed according to the

 fee schedule. Failure to make the payment within this time shall subject the Owner to

 all of the legal or equitable remedies necessary for the collection of same.

 5. The remedies hereunder are not exclusive, and the Board may, in addition, take any

 action provided for in the Declaration and By-Laws, or by applicable law, to prevent

 or eliminate violations.

 6. If any Owner feels that he has been wrongfully or unjustly charged with a violation

 hereunder, the Owner may proceed as follows:

1. Within ten (10) days after the Owner has been notified according to Section A.1, the Owner shall submit to the Board a “Request for Hearing” (Exhibit F).

b. Should no protest be filed, the allegations in the notice of violation shall be

 considered true and taken as if confessed. Should a protest be filed, a hearing

 on the matter shall be held before the Board no later than six (6) weeks after

 receipt of the written protest.

c. At the hearing, the Board shall hear and consider arguments, evidence,

 statements regarding the alleged violation. After a full hearing, the Board

 shall state its determination regarding the alleged violation within 7 calendar

 days. The decision of the Board shall be final and binding on the Owner.

d. Payment of charges made under this policy shall not become due and owing

 until the Board has completed its determination. However, other legal or

 equitable remedies may be pursued by the Association during this time.

 Notification of the Board’s determination shall be made substantially with

 a “Notice of Determination” (Exhibit G).

e. Time is of the essence of this policy. Notices are deemed made when deposited

 in the United States mail, postage prepaid, to the Owner and the Owner’s

 Dwelling address, or to such other address as the Owner may have previously

 filed with the Board.

7. Owners are accountable for violations caused by their tenants and guests.

**EXHIBIT A**

**Schedule of Homeowner Account Fees**

 Late Fee on Unpaid Yearly Assessment (1x/year) $65.00

 Late Fee on Unpaid Special Assessment (1x/year) $65.00

 Deposited Item Returned Fee (per item) $15.00

 NSF Check Fee (per item) $50.00

 Paper Copy of Covenants/By-Laws $55.00

 Electronic Copy of Covenants/By-Laws No Charge

 Interest Assessment - (per By-Laws) 1 ½ % month

 Paid Assessment Letter – Real Estate Owned (REO) Closing $100.00

 Paid Assessment Letter – Non REO Closing $50.00

 Attorney Fees (i.e. lien placements, releases, filings) Actual Cost

 Accountant Fees Actual Cost

 Collection Fees Actual Cost

 Transponder Vehicle Fee (includes $25.00 refundable $100.00

 deposit if returned within 30 calendar days of

 departure from community)

 The Fees Schedule is subject to update and change without notice.

**EXHIBIT D**

**BOULDER RIDGE PROPERTY OWNERS’ ASSOCIATION**

NOTICE OF VIOLATION

Date:\_\_\_\_\_\_\_\_\_\_\_\_

TO: Owner:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You are alleged to be in violation of the Association’s Rules and Regulations

and/or Declaration and By-Laws, as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To be in compliance you must:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Please be advised that you must take the actions specified in Article X, Section A.6, of the**

**Rules and Regulations if you wish to dispute the alleged violation. Pursuant to the Rules**

**and Regulations, if you fail to request a hearing within ten (10) days of this notice, you will**

**be found to be in violation by default. A hearing must be requested in writing and must,**

**within ten (10) days of the date of this notice, be returned to the Association’s Board.**

Sincerely,

 Boulder Ridge Property Owners’ Association

 Board of Directors

 P.O. Box 2174

 Crystal Lake, IL 60039-2174

 [www.boulderridgepoa.net](http://www.boulderridgepoa.net)

**EXHIBIT E**

**BOULDER RIDGE PROPERTY OWNERS’ ASSOCIATION**

VIOLATION FINE SCHEDULE

A. A WARNING letter will be sent to the Owner by certified mail and the Owner will

 have 5 days to correct the violation. Subsequent violations will be as follows:

 1. First Violation Fine $100.00

 A certified letter will be sent and the Homeowner will have ten (10)

 days to appeal

 2. Second Violation Fine $200.00

 A certified letter will be sent and the Homeowner will have ten (10)

 days to appeal

 3. Third Violation Fine $500.00

 A certified letter will be sent and the Homeowner will have ten (10)

 days to appeal

 4. Continuing Violation: A lien will be placed on the property by

 the Association’s attorney and all attorney

 fees and costs will be charged back to the Owner.

1. For Sale Sign Violation Fines are listed under Article III.

**EXHIBIT F**

**BOULDER RIDGE PROPERTY OWNERS’ ASSOCIATION**

REQUEST FOR HEARING

I hereby request a hearing on the charges made against me as contained in the Notice of

Violation dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, alleging a violation of the Declaration,

By-Laws and/or Rules and Regulations of the Boulder Ridge Property Owners’

Association. I understand that the hearing will be scheduled no later than six (6) weeks

from the date the Board of Directors receives this request, and I will be notified in

writing by the Association’s Board of Directors of the scheduled date, time and location

of the hearing.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Name (please print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City, State, Zip Code

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

 Boulder Ridge Property Owners’ Association

 Board of Directors

P.O. Box 2174

 Crystal Lake, IL 60039-2174

 [www.boulderridgepoa.net](http://www.boulderridgepoa.net)

**EXHIBIT G**

 **BOULDER RIDGE PROPERTY OWNERS’ ASSOCIATION**

 \*NOTICE OF DETERMINATION

Date:\_\_\_\_\_\_\_\_\_\_\_\_

TO: Owner:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, the Board found you to be in

violation of the Declaration, By-Laws or Rules and regulations of the Association regarding:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Details on the violation or hearing (where applicable):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Board has taken the following action:

( ) A majority vote of the Board has determined that no violation occurred.

( ) The Board has determined that a violation has occurred. Accordingly, costs and

 expense of $\_\_\_\_\_\_\_\_ have been assessed against you.

( ) The Board has determined that a subsequent violation has occurred and costs and

 expense of $\_\_\_\_\_\_\_ have been assessed against you. As such, we have been

 instructed to inform you that legal proceedings will be instituted if further violations

occur.

( ) The Board has determined that a violation of a continuing nature is occurring. A fine

 in the amount of $\_\_\_\_\_\_\_ shall be assessed against you until the violation is remedied.

( ) As a result of a subsequent violation, legal fees in the amount of $\_\_\_\_\_\_\_have been

 incurred by the Association and these expenses are being charged against your

Dwelling Unit.

Sincerely,

Boulder Ridge Property Owners’ Association

Board of Directors

P.O. Box 2174

Crystal Lake, IL 60039-2174

[www.boulderridgepoa.net](http://www.boulderridgepoa.net)

\*Sent certified US Mail

**BOULDER RIDGE PROPERTY OWNERS’ ASSOCIATION**

**RESOLUTION**

**WHEREAS, THE BOARD OF DIRECTORS OF BOULDER RIDGE PROPERTY**

**OWNERS’ ASSOCIATION ADOPTED THESE RULES AND REGULATIONS**

**BY MAJORITY VOTE OF THE BOARD.**

**APPROVED THIS\_\_\_\_\_\_\_\_\_\_\_\_DAY OF\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,2012.**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Patrick Loveless - President**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Joe LaCalamita – Vice-President**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Bob Seiser – Treasurer**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Lori Bergmann – Assistant Secretary**

**ATTEST:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mary Westenberger - Secretary**